

The Honorable Timothy W. Dore  
Chapter 7

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

IN RE:

SAMIA EL-MOSLIMANY,

Debtor.

Chapter 7

No. 18-14820-TWD

CREDITOR HAYAT SINDI'S OBJECTION  
TO CLAIMS OF EXEMPTION

COMES NOW plaintiff Hayat Sindi ("Creditor" or "Ms. Sindi"), by and through undersigned counsel, and hereby objects to the Debtor's exemptions as follows:

1. The Debtor, Samia El-Moslimany, filed a bankruptcy petition under Chapter 7 of the United States Bankruptcy Code on December 20, 2018.

2. On February 26, 2019, the Chapter 7 Trustee, Ronald G. Brown ("Trustee"), filed an objection to the debtor's exemptions on Schedule C. *See* Dkt. No. 11.

3. Among other things, the Trustee's objection explained that the Debtor "lists the debt of Hayat Sindi in the sum of \$1,548,500 as unsecured debt on Schedule F. However ...

CREDITOR HAYAT SINDI'S OBJECTION TO CLAIMS OF EXEMPTION - 1  
(No. 18-14820-TWD)

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2 Hayat Sindi recorded judgments against the real property in 2017 and 2018 that appear to fully  
3 encumber the property...” *Id.*

4 4. Ms. Sindi joins in each and every one of the Trustee’s stated objections,  
5 including, but not limited to, the foregoing.  
6

7 5. Ms. Sindi further objects to Debtor’s characterization of the \$500,000 allegedly  
8 owed to Aziza Alyousef as a secured claim against the real property, as stated in Schedule D.  
9 This claim is believed to be based on a Deed of Trust that was recorded in the King County  
10 Recorder’s Office under Recording Number 20161107000004 (the “Alyousef Deed of Trust”).  
11 The Alyousef Deed of Trust, in turn, claims that the basis for the secured claim against the real  
12 property is found in “Promissory Notes executed on September 1, 2016, corresponding to  
13 11/29/1437 of the Hijra Calendar.” However, upon translation, the Promissory Note(s)  
14 produced to Ms. Sindi (written in Arabic) does not appear to reference the real property or  
15 otherwise constitute a secured note. Moreover, it appears from Debtor’s testimony at her 341  
16 examination that she will be unable to document her receipt of most, if not all, of the sums  
17 allegedly underlying the promissory note(s).  
18

19 Ms. Sindi reserves the right to assert any other basis for these objections or otherwise  
20 amend this objection at a later date.  
21  
22  
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24  
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1  
2 DATED this 22nd day of March, 2019.  
3

4 Law Offices of Anthony S. Wisen, PLLC  
5 Attorneys for Hayat Sindi

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26 CREDITOR HAYAT SINDI'S OBJECTION TO CLAIMS OF EXEMPTION - 3  
27 (No. 18-14820-TWD)

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